

# EXHIBIT A

### **SETTLEMENT TERM SHEET**

Alexandra Lozano Immigration Law PLLC/Alexandra Lozano on the one hand and Ilse Sanchez and Karla Velazquez on the other hand (collectively, the “Parties”) agree to the following terms:

1. **NLRB Claims:** Ilse Sanchez and Karla Velazquez will settle each of the NLRB claims they filed as follows:

(1) The Parties will enter into a Board settlement agreement and a Non-Board settlement agreement. The Board settlement agreement shall be on terms that are acceptable to the NLRB.

(2) Ilse Sanchez will be allocated \$100,000 and Karla Velazquez \$75,000. The Parties will allocate as large a portion of these amounts to the Non-Board settlement as the NLRB permits.

(3) In the Non-Board settlement agreement, Ilse Sanchez and Karla Velazquez will broadly release all wrongful termination claims and there will be mutual releases, provided however, that the release will carve out the claims Ilse Sanchez and Karla Velazquez asserted in the Class Action Lawsuit.

(4) Ilse Sanchez and Karla Velazquez will waive their right to reinstatement at Alexandra Lozano Immigration Law PLLC.

2. **Class Action Lawsuit:** In the case of *Sanchez et al v. Alexandra Lozano Immigration Law PLLC*, 2023-cv-01028 (N.D. Ill) the Parties will enter into an agreed order staying the case pending mediation.

3. **Mediation:** The Parties will agree to non-binding mediation in an attempt to resolve all claims within the scope of the Class Action Lawsuit; provided, however, that neither party is obligated to resolve these claims. The Parties will agree to utilize one of the following mediators: Magistrate Judge Susan Cox or Judge Sidney Schenkier (“Ret.”) The goal of the mediation will be to extinguish any and all liability that Alexandra Lozano Immigration Law PLLC may have on a class-wide basis for any of the claims in the Class Action Lawsuit; provided however, that Alexandra Lozano Immigration Law PLLC has no obligation to enter into such an agreement.

4. **Limited Initial Disclosures:** Alexandro Lozano Immigration Law PLLC will provide initial disclosures to counsel for the Class sufficient to address scope of the class and extent of any damages claimed as per the allegations in the current Complaint.

5. Alexandra Lozano Immigration Law PLLC denies all allegations of wrongdoing or liability for the claims asserted. Neither the fact of settlement, nor the settlement agreement, nor any other settlement documents, including this Settlement Term Sheet and communications in relation to the settlement, shall be offered, used or received in any other case or proceeding for any purpose, whether as an argument, admission, concession, evidence or otherwise, including, but not limited to, relating to the validity of any claim or defense asserted in the Action, the truth of any fact alleged by any Party.

**Counsel for Plaintiffs**

By:   
Date: 3-1-23

**Counsel for Defendants**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

5. Alexandra Lozano Immigration Law PLLC denies all allegations of wrongdoing or liability for the claims asserted. Neither the fact of settlement, nor the settlement agreement, nor any other settlement documents, including this Settlement Term Sheet and communications in relation to the settlement, shall be offered, used or received in any other case or proceeding for any purpose, whether as an argument, admission, concession, evidence or otherwise, including, but not limited to, relating to the validity of any claim or defense asserted in the Action, the truth of any fact alleged by any Party.

**Counsel for Plaintiffs**

By: \_\_\_\_\_

Date:

**Counsel for Defendants**

By: 

Date: 3-6-23